UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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LI FANG CHEN

Docket No: ____________

Plaintiff,

- against -

57 AVENUE CORP.,
JOHN HUANG, and
LINH HUANG

COMPLAINT

Defendants.

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Plaintiff by her attorneys, ROSEN LAW LLC for its complaint in this action, alleges as follows:

JURISDICTION AND VENUE

1. That the United States District Court for the Eastern District of New York has jurisdiction over the parties, pursuant to Title 28 of the United States Code §1332(a)(2) as the Plaintiff and Defendants are citizens of different foreign states (different Countries) and supplemental jurisdiction pursuant to Title 28 of the United States Code §1167, which provides the District Court with jurisdiction based on diversity of citizenship.

2. The matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs.

3. The United States District Court for the Eastern District of New York has venue pursuant to Title 29 of the United States Code §1391)(b)(1), as Defendant 57 Avenue Corp. is a New York corporation with its principal place of business at 36-09 Main Street, #3-A, Flushing, New York within in the Eastern District

of New York and the events which are the subject of this action occurred in the Eastern District of New York.

4. Plaintiff demands a jury trial.

5. This is an action for eight (8) claims for relief:

A. First Claim for Relief for specific performance of real property located at 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York;

B. Second Claim for Relief for Preliminary Injunction;

C. Third Claim for Relief for Permanent Injunction;

D. Fourth Claim for Relief for Breach of Contract;

E. Fifth Claim for Relief for Breach of Covenant of Good Faith and Fair Dealing;

F. Sixth Claim for Relief for Civil Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et. seq. ("RICO");

G. Seventh Claim for Relief for violation of New York General Business Law §349;

H. Eighth Claim for Relief for Punitive Damages.

AS AND FOR A FIRST CLAIM FOR RELIEF FOR SPECIFIC PERFORMANCE

6. Plaintiff LI FANG CHEN is an individual residing in and domiciled in the Country of Japan.

7. Upon information and belief, Defendant John Huang is an individual residing in the County of Queens, City and State of New York.

8. Upon information and belief, Defendant Linh Huang is an individual residing in the County of Queens, City and State of New York.

9. Upon information and belief, Defendant 57 Avenue Corp. is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 36-09 Main Street, Suite 3A, County of Queens, Flushing, New York 11354.

10. Upon information and belief, on or about February 14, 2012, Defendant 57 Avenue Corp. acquired the real property located at Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens, City and State of New York for the price of approximately $1,215,000.

11. Upon information and belief, on or about November 26, 2012, Defendant 57 Avenue Corp. acquired the real property located at Block 4961, Lot 13 on the Tax Map of the City of New York, County of Queens, City and State of New York for the price of approximately $680,000.

12. On or about March 26, 2013 Defendant 57 Avenue Corp. entered into an Agreement for Purchase and Sale of Real Estate **(the "Contract of Sale" – Exhibit "1")** with Plaintiff LI FANG CHEN whereby Defendant 57 Avenue Corp. agreed to convey to Plaintiff LI FANG CHEN the premises known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York **(the "Real Property")**.

13. At the time of the execution of the Contract of Sale, Defendant 57 Avenue Corp. has or was to commence construction of a four (4) family house **(the "House")** to be conveyed to Plaintiff upon its completion for the price of $1,430,000.00.

14. Plaintiff paid an initial deposit in the amount of $143,000 to Feng Li Guo, As Attorney, Defendant 57 Avenue Corp.'s escrow agent upon execution of the Contract of Sale, in accordance with the terms and conditions of the Contract of Sale.

15. On or about July 29, 2013, Plaintiff paid a second deposit in the amount of $143,000 to Feng Li Guo, As Attorney, Defendant 57 Avenue Corp.'s escrow agent in accordance with the terms and conditions of the Contract of Sale.

16. A total sum of $286,000 was paid to Feng Li Guo, As Attorney, Defendant 57 Avenue Corp.'s escrow agent in accordance with the terms and conditions of the Contract of Sale.

17. On or about September 25, 2014, Defendant 57 Avenue Corp. attempted to unilaterally cancel the Contract of Sale, which attempted cancellation was rejected by the Plaintiff.

18. Defendant 57 Avenue Corp.'s attorney wrote a letter to Plaintiff's attorney stating that seller cancels the Contract of Sale pursuant to paragraph "6" of the Contract of Sale because "seller is unable to complete the construction by 3/31/2014" due to stop work orders issued by the New York City Department of Buildings.

19. Paragraph "6" of the Contract of Sale provided that the Purchaser, in this case the Plaintiff, *may terminate* the Contract of Sale if the House was not completed by March 31, 2014.

20. Paragraph "6" of the Contract of Sale did not provide any right *to the Defendant / Seller* to terminate the Contract of Sale if the House was not completed by March 31, 2014.

21. Defendant 57 Avenue Corp.'s sole basis for attempting to terminate the Contract of Sale is Defendant 57 Avenue Corp.'s incorrect reliance on paragraph "6" of the Contract of Sale.

22. Defendant 57 Avenue Corp. had and has *no right* to unilaterally terminate the Contract of Sale.

23. Plaintiff's attorney returned the check in the amount of $286,000 which was sent by Feng Li Guo, as Escrow Agent to Defendant 57 Avenue Corp.'s attorney, rejecting the unilateral termination of the Contract of Sale.

24. The Defendant 57 Avenue Corp. continued to construct the House between March 26, 2013 and the present date.

25. Defendant 57 Avenue Corp. refuses to convey the House to Plaintiff.

26. The value of real property in Flushing, New York has increased between March 26, 2013 and the present date.

27. The value of the subject Real Property in Flushing, New York has increased between March 26, 2013 and the present date.

28. Defendant 57 Avenue Corp. refuses to convey title to Plaintiff for the contract price of $1,430,000.00 as a result of the increase in the value of the Real Property.

29. Plaintiff LI FANG CHEN is entitled to specific performance of the Real Property measuring approximately 21' by 50' with a completed four (4) family dwelling pursuant to the Contract of Sale.

30. Upon information and belief, the Real Property is also described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Queens, County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 35th Avenue and the easterly side of Leavitt Street;

THENCE RUNNING THENCE southerly along Leavitt Street, 21 feet;

RUNNING THENCE easterly parallel with 35th Avenue, 50 feet;

RUNNING THENCE northerly parallel with Leavitt Street, 21 feet;

THENCE WESTERLY parallel with 35th Avenue, 50 feet to the easterly side of Leavitt Street to the POINT OR PLACE OF BEGINNING.

31. Plaintiff LI FANG CHEN is the contract vendee of the real property known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York.

32. Plaintiff LI FANG CHEN is the contract vendee of the real property known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York which Lot 115 was created by the New York City Department of Finance after the execution of the Contract of Sale.

33. The Purchase Price pursuant to the Contract of Sale is $1,430,000.00 (the "Purchase Price").

34. Upon information and belief, the construction of the House has been completed.

35. Plaintiff LI FANG CHEN has demanded that Defendant 57 Avenue Corp. perform its obligations pursuant to the Contract of Sale.

36. Plaintiff LI FANG CHEN substantially performed her contractual obligations to Defendant 57 Avenue Corp.

37. Plaintiff LI FANG CHEN was willing and able to perform any remaining obligations to Defendant 57 Avenue Corp.

38. Plaintiff LI FANG CHEN is willing and able to perform any remaining obligations to Defendant 57 Avenue Corp. which amounts only to the payment of the balance of the Purchase Price.

39. Defendant 57 Avenue Corp. is able to perform its contractual obligations to Plaintiff LI FANG CHEN pursuant to the Contract of Sale.

40. Defendant 57 Avenue Corp. refuses to perform its contractual obligations to Plaintiff LI FANG CHEN pursuant to the Contract of Sale.

41. Plaintiff does not have an adquate remedy at law.

42. Defendant 57 Avenue Corp. continues to refuse to perform its obligations pursuant to the Contract of Sale.

43. Upon information and belief, on or about April 26, 2017, Defendant 57 Avenue Corp. filed an application for a Certificate of Occupancy with the New York City Department of Buildings for the House.

44. Although Defendant 57 Avenue Corp. constructed the house on the Real Property, Defendant 57 Avenue Corp. refuses to convey title to the House to Plaintiff LI FANG CHEN.

45. Although Defendant 57 Avenue Corp. completed the construction of the House, Defendant 57 Avenue Corp. refuses to convey title to the House to Plaintiff LI FANG CHEN.

46. Plaintiff LI FANG CHEN did not exercise his right to terminate the Contract of Sale.

47. Plaintiff LI FANG CHEN did not and does not opt to exercise his right to terminate the Contract of Sale.

48. Plaintiff LI FANG CHEN has demanded that Defendant 57 Avenue Corp. convey title to the Real Property to Plaintiff LI FANG CHEN.

49. Defendant 57 Avenue Corp. has attempted to unilaterally terminate the Contract of Sale.

50. Defendant 57 Avenue Corp. improperly attempted to unilaterally terminate the Contract of Sale.

51. Defendant 57 Avenue Corp. has attempted to unilaterally terminate the Contract of Sale which termination was rejected by Plaintiff LI FANG CHEN.

52. Defendant has improperly attempted to unilaterally terminate the Contract of Sale which termination was rejected by Plaintiff LI FANG CHEN.

53. Upon information and belief, the value of the Real Property has increased since the Plaintiff LI FANG CHEN and Defendant 57 Avenue Corp. executed the Contract of Sale, and therefore, Defendant 57 Avenue Corp. has attempted to wrongfully terminate the Contract of Sale.

54. Defendant 57 Avenue Corp. has breached the Contract of Sale by attempting to terminate the Contract of Sale with Plaintiff LI FANG CHEN.

55. Defendant 57 Avenue Corp. has willfully defaulted under the terms and conditions of the Contract of Sale by attempting to terminate the Contract of Sale with Plaintiff LI FANG CHEN.

56. Defendant 57 Avenue Corp. has willfully defaulted under the terms and conditions of the Contract of Sale by refusing to close title with Plaintiff LI FANG CHEN and convey ownership of the Real Property to Plaintiff LI FANG CHEN.

57. Defendant 57 Avenue Corp. has willfully defaulted under the terms and conditions by Defendant 57 Avenue Corp. refusing to complete the construction of the improvements in accordance with the terms and conditions of the Contract of Sale on the Real Property.

58. The Plaintiff LI FANG CHEN and Defendant 57 Avenue Corp. entered into a binding Contract of Sale and Plaintiff LI FANG CHEN paid consideration to Defendant 57 Avenue Corp. for the Contract of Sale.

59. The Plaintiff LI FANG CHEN and Defendant 57 Avenue Corp. entered into a valid Contract of Sale.

60. Plaintiff LI FANG CHEN seeks to enforce the terms and conditions of the Contract of Sale.

61. Plaintiff LI FANG CHEN performed all of Plaintiff LI FANG CHEN's obligations under the Contract of Sale.

62. Plaintiff LI FANG CHEN has performed and is ready, willing and able to perform all of its remaining obligations under the Contract of Sale.

63. Defendant 57 Avenue Corp. has refused to convey the Real Property to Plaintiff LI FANG CHEN.

64. Plaintiff LI FANG CHEN has filed this action as there is no adequate remedy at law.

65. Plaintiff LI FANG CHEN demands specific performance of the Contract of Sale.

66. By reason of the foregoing, Plaintiff LI FANG CHEN demands judgment against Defendant 57 Avenue Corp. ordering the specific performance of the conveyance of the real property located at and known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York.

AS AND FOR A SECOND CLAIM FOR RELIEF
FOR A PRELIMINARY INJUNCTION

67. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "66" of this complaint, with the same force and effect as if more fully set forth at length herein.

68. Plaintiff LI FANG CHEN is the contract vendee of the real property located at and known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens.

69. The real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens was created out of Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens.

70. Plaintiff LI FANG CHEN is entitled, purusant to the Contract of Sale, to ownership of the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens.

71. Upon information and belief, Defendant 57 Avenue Corp. has attempted to sell the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens to a third party.

72. Plaintiff LI FANG CHEN herein demands an order from the Court for a preliminary injunction to enjoin Defendant 57 Avenue Corp. from entering into a contract of sale for the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens to a third party.

73. Upon information and belief, Defendant 57 Avenue Corp. has threatened to or is about to enter into a contract of sale for the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens with a third party.

74. In the event that Defendant 57 Avenue Corp. enters into a contract of sale for the sale of the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens with a third party, Plaintiff LI FANG CHEN will suffer irreparable harm.

75. Upon information and belief, Defendant 57 Avenue Corp. has threatened to or is about to enter into a contract of sale for the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens with a third party in violation of Plaintiff LI FANG CHEN's rights.

76. In the event that Defendant 57 Avenue Corp. enters into a contract of sale to sell or attempts to sell or convey the the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens to a third party during the pendency of this action, Plaintiff LI FANG CHEN will suffer irreparable harm.

77. Plaintiff LI FANG CHEN can demonstrate a probability of success on the merits, based on the Contract of Sale and the Defendant 57 Avenue Corp.'s actions.

78. Plaintiff LI FANG CHEN will suffer irreparable injury in the absence of an injunction.

79. Monetary damage will be insufficient to Plaintiff LI FANG CHEN as Plaintiff LI FANG CHEN seeks specific performance of a contract of sale for a particular unique parcel of real property, to wit: the real property known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York which was created out of the real property known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens.

80. In a balance of the equities, the court should rule in favor of Plaintiff LI FANG CHEN on Plaintiff LI FANG CHEN's request for a preliminary injunction.

81. In a balance of the equities, the court should rule in favor of Plaintiff LI FANG CHEN on Plaintiff LI FANG CHEN's request for a temporary restraining order.

82. Plaintiff LI FANG CHEN is entitled to a preliminary injunction pursuant to CPLR §6301.

83. Plaintiff LI FANG CHEN is entitled to a temporary restraining order in pending a hearing for a preliminary injunction pursuant to CPLR §6301.

84. By reason of the foregoing, Plaintiff LI FANG CHEN demands the issuance of a preliminary injunction against Defendant 57 Avenue Corp., enjoining Defendant 57 Avenue Corp. from entering into a contract of sale and/or transferring and/or conveying the real property known as Block 4961, Lot 115 on the Tax Map of the City of

New York, County of Queens which was created out of the real property known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens.

AS AND FOR A THIRD CLAIM FOR RELIEF
FOR A PERMANENT INJUNCTION

85. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "84" of this complaint, with the same force and effect as if more fully set forth at length herein.

86. Plaintiff LI FANG CHEN is the contract vendee of the real property located at and known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens.

87. The real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens was created out of Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens.

88. Plaintiff LI FANG CHEN is entitled, pursuant to the Contract of Sale, to ownership of the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens.

89. Upon information and belief, Defendant 57 Avenue Corp. has attempted to sell the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens to a third party.

90. Plaintiff LI FANG CHEN herein demands a judgment at trial for a permanent injunction to permanently enjoin Defendant 57 Avenue Corp. from entering into a contract of sale for the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens to a third party.

91. In the event that Defendant 57 Avenue Corp. enters into a contract of sale for the sale of the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens with a third party, Plaintiff LI FANG CHEN will suffer irreparable harm.

92. Upon information and belief, Defendant 57 Avenue Corp. has threatened to or is about to enter into a contract of sale for the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens with a third party in violation of Plaintiff LI FANG CHEN's rights.

93. Plaintiff LI FANG CHEN will demonstrate at trial a probability of success on the merits, based on the Contract of Sale and the Defendant 57 Avenue Corp.'s actions.

94. Plaintiff LI FANG CHEN will demonstrate at trial that Plaintiff LI FANG CHEN will suffer irreparable injury in the absence of an injunction.

95. Monetary damage will be insufficient to Plaintiff LI FANG CHEN as Plaintiff LI FANG CHEN seeks specific performance of a contract of sale for a particular unique parcel of real property, to wit: the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens which was created out of the real property known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens.

96. In a balance of the equities, the court should rule in favor of Plaintiff LI FANG CHEN on Plaintiff LI FANG CHEN's request for a permanent injunction.

97. Plaintiff LI FANG CHEN is entitled to a permanent injunction.

98. By reason of the foregoing, Plaintiff LI FANG CHEN demands the issuance of a permanent injunction against Defendant 57 Avenue Corp., enjoining Defendant 57 Avenue Corp. from entering into a contract of sale and/or transferring and/or conveying the real property known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens which was created out of the real property known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens.

AS AND FOR A FOURTH CLAIM FOR RELIEF
FOR BREACH OF CONTRACT

99. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "98" of this complaint, with the same force and effect as if more fully set forth at length herein.

100. There is a contract between Plaintiff LI FANG CHEN and Defendant 57 Avenue Corp. wherein Defendant 57 Avenue Corp. agreed to sell the Subject Property to Plaintiff LI FANG CHEN.

101. Plaintiff LI FANG CHEN performed all of its obligations pursuant to the Contract of Sale.

102. Defendant 57 Avenue Corp. has refused to perform its obligations under the Contract of Sale by refusing to fulfill its obligations under the Contract of Sale.

103. Defendant 57 Avenue Corp. has refused to perform its obligations under the Contract of Sale by refusing to convey title to Plaintiff LI FANG CHEN.

104. Plaintiff LI FANG CHEN has been damaged as a result of Defendant 57 Avenue Corp.'s failure to perform the terms and conditions of the Contract.

105. Plaintiff LI FANG CHEN has been damaged by the increase in the value of the Real Property since executing the Contract of Sale with Defendant 57 Avenue Corp..

106. By reason of the foregoing, Plaintiff LI FANG CHEN has been damaged and demands judgment against Defendant 57 Avenue Corp. in an amount to be determined at trial but anticipated to be no less than $2,000,000, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A FIFTH CLAIM FOR RELIEF
FOR BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

107. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "106" of this complaint, with the same force and effect as if more fully set forth at length herein.

108. Implied in every contract is a covenant of good faith and fair dealing which is breached when a party acts in a manner that would deprive the other party of the right to receive benefits for which he or she bargained under the agreement.

109. As alleged herein, the actions by Defendant 57 Avenue Corp. were undertaken in bad faith.

110. Defendant 57 Avenue Corp. violated the requirement of good faith and fair dealing under New York law and knowingly and wrongfully sought to gain an unfair and unreasonable advantage over Plaintiff LI FANG CHEN.

111. Plaintiff LI FANG CHEN sustained substantial damages as the proximate result of the foregoing acts by Defendant 57 Avenue Corp..

112. By reason of the foregoing, Plaintiff LI FANG CHEN has been damaged and demands judgment against Defendant 57 Avenue Corp. in an amount to be determined at trial but anticipated to be no less than $2,000,000, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A SIXTH CLAIM FOR RELIEF
PURSUANT TO RELIEF FOR CIVIL RACKETEER INFLUENCED
AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. §1961, ET. SEQ.
("RICO")

113. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "112" of this complaint, with the same force and effect as if more fully set forth at length herein.

114. The RICO statute 18 U.S.C. §1962(c) and (d), provides a civil cause of action to persons in their business or property by reason of the defendant's operation of, or conspiracy to operate, an enterprise through a pattern of racketeering acts.

115. Plaintiff is a "person" as defined in 18 U.S.C. §1961(3) and 1962(c).

116. Defendants are each a "person" as defined in 18 U.S.C. §1961(3) and 1962(c).

117. Defendants were employed by and/or associated with an enterprise to conduct or participate, directly or indirectly, in the conduct of the enterprise's affairs through a pattern of racketeering activity.

118. Defendant 57 Avenue Corp. was a member of the enterprise.

119. Defendant John Huang participated in the operation of the enterprise.

120. Defendant John Huang participated in the management of the enterprise.

121. Defendant Linh Huang participated in the operation of the enterprise.

122. Defendant Linh Huang participated in the management of the enterprise.

123. Defendant John Huang made decisions to enter into contracts of sale between Defendant 57 Avenue Corp and third parties, including Plaintiff for the sale of real property located at 35-01 Leavitt Street, Flushing, New York and Wenjuan Shi for the sale of real property located at 35-05 Leavitt Street, Flushing, New York.

124. Defendant Linh Huang made decisions to enter into contracts of sale between Defendant 57 Avenue Corp and third parties, including Plaintiff for the sale of real property located at 35-01 Leavitt Street, Flushing, New York and Wenjuan Shi for the sale of real property located at 35-05 Leavitt Street, Flushing, New York.

125. Defendant John Huang made decisions to attempt to terminate contracts of sale between Defendant 57 Avenue Corp and third parties, including Plaintiff for the sale of real property located at 35-01 Leavitt Street, Flushing, New York and Wenjuan Shi for the sale of real property located at 35-05 Leavitt Street, Flushing, New York.

126. Defendant Linh Huang made decisions to attempt to terminate contracts of sale between Defendant 57 Avenue Corp and third parties, including Plaintiff for the sale of real property located at 35-01 Leavitt Street, Flushing, New York and Wenjuan Shi for the sale of real property located at 35-05 Leavitt Street, Flushing, New York.

127. Upon information and belief, the true undisclosed shareholder of Defendant 57 Avenue Corp. is Thomas Huang a/k/a Tommy Huang.

128. Upon information and belief, Defendant John Huang is the son of Thomas Huang a/k/a Tommy Huang.

129. Upon information and belief, Defendant Linh Huang is the daughter of Thomas Huang a/k/a Tommy Huang.

130. On June 17, 2013, the Attorney General of the State of New York commenced a special proceeding against Thomas Huang a/k/a Tommy Huang and his wife Alice Huang and 51 Management Corp. for engaging in persistent fraud, violating the Martin Act and violating Executive Law §63(12).

131. On June 19, 2013, the Attorney General of the State of New York announced that Tommy Huang and Alice Huang plead guilty to committing felony securities fraud related to the sale of interests in real property.

132. Upon information and belief, Defendants John Huang and Linh Huang are engaging in and have engaged in the same type of real estate frauds that Thomas Huang a/k/a Tommy Huang engaged in.

133. It should be noted that on April 1, 2013, Plaintiff entered into a contract of sale with Defendant 57 Avenue Corp. while upon information and belief, Thomas Huang a/k/a Tommy Huang was under investigation for fraud and ultimately pled guilty to fraud, and upon information and belief, used his children, Defendants John Huang and Linh Huang to be the alleged owners of Defendant 57 Avenue Corp. while upon information and belief, Thomas Huang a/k/a Tommy Huang was in fact the true "developer" of the Defendant 57 Avenue Corp., the entity that Plaintiff contracted with to purchase the Real Property.

134. Upon information and belief, Defendants John Huang and Linh Huang are individuals acting for the real undisclosed principal of Defendant 57 Avenue Corp., Thomas Huang a/k/a Tommy Huang.

135. In People v Huang, 43 Misc. 3d 1219(A), Supreme Court, Queens County the court directed the entry of a money judgment against the respondents in the amount of $3,322,743.00 for restitution of illegal profits and unjust enrichment as well as directing the entry of a money judgment in the amount of $1,500,000.00 in civil penalties.

136. Upon information and belief, Thomas Huang a/k/a Tommy Huang was barred from selling real estate securities by the New York Office of the Attorney General.

137. 51 Management Corp., the entity in which Thomas Huang a/k/a Tommy Huang is, upon information and belief, the disclosed principal and shareholder maintains its principal place of business at 36-09 Main Street, #3-A, Flushing, New York.

138. 51 Management Corp., the entity in which Thomas Huang a/k/a Tommy Huang is, upon information and belief, the disclosed principal and shareholder maintains its principal place of business at 36-09 Main Street, #3-A, Flushing, New York.

139. Upon informtion and belief, at all relevant times as set forth in this complaint, Defendants and Thomas Huang a/k/a Tommy Huang shared a principal place of business at 36-09 Main Street, #3-A, Flushing, New York.

140. Upon information and belief, the Defendant 57 Avenue Corp. is operated by Defendant John Huang, Defendant Linh Huang and Thomas Huang a/k/a Tommy Huang.

141. Upon information and belief, the same type of residential real estate frauds which upon information and belief, Thomas Huang a/k/a Tommy Huang pled guilty of and for which he was "banned from working in New York construction and real estate businesses

for a minimum of five years and the couple's son, Henry Huang, who helped his parents circumvent a 1999 court order banning them for operating in New York's securities markets, also" faced a ban.

142. According to the press release issued by the Attorney General of the State of New York on or about June 19, 2013 Thomas Huang a/k/a Tommy Huang and his wife Alice Huang pled guilty stemming from "Tommy and Alice Huang's flouting of a 1999 court order secured by the Attorney General's office in Manhattan Supreme Court that permanently barred the Huangs from selling condominiums and other cooperative realty interests in New York. The couple was barred from the real estate securities industry then for cheating homebuyers at another development in Queens, the Flushing Tower Condominium, where the Huangs' failure to pay common charges on unsold apartments left homebuyers in dire financial straits. Despite being barred by a court order, the Huangs conspired with their son,Henry Huang, 35, to sell condominium units at a new property the trio developed in 2008, the Broadway Tower Condominium, located at 85-23 Broadway in Elmhurst, Queens."

143. The Lucky Management Corp. is a New York corporation which was dissolved on October 11, 2016.

144. According to the New York Secretary of State, Thomas Huang a/k/a Tommy Huang was the Chief Executive Officer of The Lucky Management Corp.

145. According to the New York Secretary of State The Lucky Management Corp. maintained its principal place of business at 36-09 Main Street, #3-A, Flushing, New York.

146. Leavitt Union Management Corp. is a New York corporation which was dissolved on January 29, 2016.

147. According to the New York Secretary of State, Thomas Huang a/k/a Tommy Huang was an officer of Leavitt Union Management Corp.

148. According to the New York Secretary of State, Leavitt Union Management Corp. maintained its principal place of business at 36-09 Main Street, #3-A, Flushing, New York.

149. Chloe Management Corp. is a New York corporation which was dissolved on October 26, 2016.

150. According to the New York Secretary of State, Thomas Huang a/k/a Tommy Huang was the an chief executive officer of Chloe Management Corp.

151. According to the New York Secretary of State, Chloe Management Corp. maintained its principal place of business at 36-09 Main Street, #3-A, Flushing, New York.

152. Upon information and belief, 53 Management Corp., is a New York corporation which was dissolved on January 16, 2015.

153. According to the New York Secretary of State, Defendant John Huang was an officer of 53 Management Corp.

154. 53 Management Corp. maintained its principal place of business at 36-09 Main Street, Flushing, New York.

155. On or about April 1, 2013 Defendant 57 Avenue Corp. entered into an Agreement for Purchase and Sale of Real Estate with an individual named WENJUAN SHI whereby Defendant agreed to convey to WENJUAN SHI the premises known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens, City and State of New York.

156. WENJUAN SHI agreed to purchase real property from Defendant for the sum of $1,388,000.

157. WENJUAN SHI paid a deposit totaling $277,600 to Defendant which monies were not held in escrow and were taken by and used by Defendant.

158. Thereafter, Defendant attempted to terminate the Agreement for Purchase and Sale of Real Estate with WENJUAN SHI in order to sell the real property pursuant to the Agreement for Purchase and Sale of Real Estate for a higher price.

159. In the action, it is alleged that Defendant agreed to purchase real property from Defendant for the sum of $1,430,000 pursuant to a contract of sale.

160. Plaintiff paid a deposit totaling $286,000 to Defendant's escrow agent on account of the purchase price of $1,430,000 for the real property pursuant to the Contract of Sale.

161. The inducement by Defendant and the enterprise associates to enter into contract of sale for the sale of real property to WENJUAN SHI and then attempt to terminate the contracts of sale with WENJUAN SHI is a predicate act under 18 U.S.C. §1961, et. seq.

162. Defendant is a real estate developer.

163. John Huang is a shareholder and/or officer of Defendant 57 Avenue Corp.

164. John Huang is an associate of the enterprise.

165. Linh Huang is a shareholder and/or officer of Defendant 57 Avenue Corp.

166. Linh Huang is an associate of the enterprise.

167. Defendant has developed and/or created four (4) – four (4) family homes in Flushing, New York.

168. Defendant evidences a pattern of entering into contracts of sale for real property, accepting monies and/or deposits and then attempting to cancel real estate contracts in order to obtain a higher price for the sale of its real property.

169. At all times relevant to this complaint, Defendant 57 Avenue Corp. constituted an enterprise within the meaning of 18 U.S.C. §1961(4) in that it was a corporation with several employees and/or associates.

170. The purpose of the enterprise was to generate money through the sale of real property.

171. The purpose was implemented by the enterprise associates through various legal activities.

172. Each of the associates of the enterprise had relationships with the other associates of the enterprise.

173. The enterprise and its activities continued from at least 2013 to the present date.

174. At all times relevant to this complaint, Defendant 57 Avenue Corp., John Huang and Linh Huang have been "enterprises" within the meaning of 18 U.S.C. §1961(4).

175. The enterprise operated in the Eastern District of New York.

176. Defendant 57 Avenue Corp. purchased building materials for the construction of the houses built by Defendant 57 Avenue Corp. in Flushing, County of Queens, New York through interstate commerce.

177. Defendant 57 Avenue Corp., John Huang and Linh Huang constituted ongoing organizations whose members and associates functioned as a continuing unit for many years, with the common purpose of receiving income from the sale of real property.

178. The principal purpose of the enterprise was for each person associated with the enterprise to profit from the purchase of, development of and sale of houses and real property.

179. Enterprise associates implemented this purpose through various legal activities, but principally through the purchase of, development of and sale of houses and real property.

180. Upon information and belief, enterprise associates implemented this purpose through various illegal activities, but principally through the purchase of, development of and sale of houses and real property.

181. At all times relevant to this complaint, the affairs of the enterprise have been conducted through a pattern of racketeering activity within the meaning of 18 U.S.C. §1961(B).

182. Defendants conspired to comit acts, to wit: entering into contracts of sale for real property, use of monies paid to Defendants, termination of contracts of sale for real property to obtain greater sales price than as set forth in binding and valid contracts of sale.

183. Defendants all agreed to join in, and knowingly participated in, a conspiracy to enter into contracts of sale for real property, use monies paid to Defendants, terminate contracts of sale for real property to obtain greater sales price than as set forth in binding and valid contracts of sale.

184. Defendant 57 Avenue Corp. acted in furtherance of the conspiracy by advertising and/or offering real property for sale in the State of New York.

185. Defendant 57 Avenue Corp. acted in furtherance of the conspiracy by terminating contracts of sale for real property within the State of New York in order to obtain a greater sales price and more money for Defendant 57 Avenue Corp.

186. Defendant John Huang acted in furtherance of the conspiracy by acting as an officer of and/or shareholder of Defendant 57 Avenue Corp. and by managing the day to day affairs of Defendant 57 Avenue Corp. in deciding to enter into contracts of sale for real property, use monies paid to Defendants, terminate contracts of sale for real property to obtain greater sales price than as set forth in binding and valid contracts of sale.

187. Defendant Linh Huang acted in furtherance of the conspiracy by acting as an officer of and/or shareholder of Defendant 57 Avenue Corp. and by managing the day to day affairs of Defendant 57 Avenue Corp. in deciding to enter into contracts of sale for real property, use monies paid to Defendants, terminate contracts of sale for real property to obtain greater sales price than as set forth in binding and valid contracts of sale.

188. Defendant 57 Avenue Corp. acted in furtherance of the conspiracy by terminating contracts of sale for real property within the State of New York in order to obtain a greater sales price and more money for Defendant 57 Avenue Corp.

189. Plaintiff has suffered injury to its person and property within the meaning of 18 U.S.C. §1964(c) by reason of Defendant's violation of 18 U.S.C. §1962(c), in an amount to be determined at trial, but no less than the minimum jurisdictional limit of $75,000 of this court.

190. By reason of the foregoing, Plaintiff LI FANG CHEN has been damaged and demands judgment against Defendant 57 Avenue Corp., Defendant John Huang and Defendant Linh Huang in an amount to be determined at trial but anticipated to be no less

than the minimum jurisdictional limit of $75,000 of this court, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A SEVENTH CLAIM FOR RELIEF
FOR VIOLATION OF NEW YORK GENERAL BUSINESS LAW §349

191. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "190" of this complaint, with the same force and effect as if more fully set forth at length herein.

192. Plaintiff is a consumer who contracted with Defendant 57 Avenue Corp. to purchase a house and real property.

193. The sale of the subject Real Property was consumer orientered.

194. The sale of the subject Real Property was misleading in a material way.

195. Defendant 57 Avenue Corp. offered residential real estate for sale to consumers.

196. Defendant 57 Avenue Corp. offered residential real estate for sale to consumers who entered into contracts of sale with Defendant 57 Avenue Corp.

197. Defendant 57 Avenue Corp. had no intention of closing title to purchasers of residential real estate offered for sale to consumers if the real estate market increased wherein Defendant 57 Avenue Corp. was able to sell the residential real estate for a price greater than the prices set forth in contracts of sale or purchase agreements that Defendant 57 Avenue Corp. executed with purchasers who actually executed contracts of sale or purchase agreements.

198. The sale of residential real estate is a consumer related transaction when the purchasers or contract vendees are individuals.

199. Defendants acted deceptively by having no intention of closing title to purchasers of residential real estate offered for sale to consumers if the real estate market increased wherein Defendant 57 Avenue Corp. would be able to sell the residential real estate for a price greater than the prices set forth in contracts of sale or purchase agreements that Defendant 57 Avenue Corp. executed with purchasers who actually executed contracts of sale or purchase agreements.

200. Plaintiff suffered injury as a result of the deceptive act.

201. By reason of the foregoing, Plaintiff LI FANG CHEN has been damaged and demands judgment against Defendant 57 Avenue Corp. in an amount to be determined at trial but anticipated to be no less than the minimum jurisdictional limit of $75,000 of this court, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A EIGHTH CLAIM FOR RELIEF FOR PUNITIVE DAMAGES

202. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "201" of this complaint, with the same force and effect as if more fully set forth at length herein.

203. Defendant intentionally has attempted to cancel and/or terminate the Contract of Sale in order for Defendant to attempt to sell the Real Property to a third party at a greater price than the Purchase Price.

204. Defendant's intentional attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price evidences an evil motive by Defendant.

205. Defendant's intentional attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price evidences a fraudulent motive of the Defendant.

206. Defendant's intentional attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price is in such conscious disregard of the rights of Plaintiff LI FANG CHEN.

207. Defendant's conduct is willful in its attempt to improperly attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price.

208. Defendant's conduct is with wonton disregard of Plaintiff LI FANG CHEN's rights and is an improper attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price.

209. Defendant's conduct was and is willful, wanton and reckless misconduct.

210. Defendant's conduct was and is intentional wrongdoing.

211. Defendant's conduct was and is deliberate wrongdoing.

212. Defendant's conduct in its improper attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price is outrageous conduct.

213. Defendant's conduct in its improper attempt to cancel and/or terminate the Contract of Sale in order for Defendant to obtain a greater price than the Purchase Price is aggravating circumstances.

214. Punitive damages are appropriate against Defendant as Defendant's conduct herein evinces a high degree of moral turpitude and demonstrates such wanton dishonesty as to imply a criminal indifference to civil obligations.

215. Defendants should be detered from entering into contracts of sale for real property and then attempting to use a party's monies to construct a house, building or real property and then attempt to terminate the contract to obtain a higher sales price for such real property.

216. Defendant's actions were gross, wanton, and willful and involved a high degree of immoral conduct and therefore, punitive damages should be awarded against it in the amount of $2,000,000.00.

217. By reason of the foregoing, Plaintiff LI FANG CHEN has been damaged by Defendant 57 Avenue Corp., Defendant John Huang and Defendant Linh Huang in an amount to be determined at trial but anticipated to be no less than $2,000,000, plus interest, costs, disbursements and attorney's fees.

WHEREFORE, Plaintiff demand judgment against Defendants as follows:

1. **ON THE FIRST CLAIM FOR RELIEF** judgment and order directing the specific performance of the conveyance of the the premises known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York from Defendant 57 Avenue Corp. to Plaintiff LI FANG CHEN; Requiring Defendant 57 Avenue Corp. to abide by the terms and conditions of the contract of sale set forth in the complaint, and requiring Defendant 57 Avenue Corp. to specifically perform the contract of sale set forth in the complaint, and requiring Defendant 57 Avenue Corp. to complete construction of the subject House in accordance with the terms

and conditions of the contract of sale, and requiring Defendant 57 Avenue Corp. to make, execute, and deliver to the Plaintiff a bargain and sale deed as required by the contract of sale to the Subject Property, upon fulfillment of all terms and conditions of the contract of sale, and requiring Defendant 57 Avenue Corp., on payment of the balance of the puchase price due on the contract of sale, to convey the subject property to the Plaintiff free and clear of all encumbrances except as provided in the contract of sale;

2. **ON THE SECOND CLAIM FOR RELIEF** judgment and order of the issuance of a preliminary injunction against Defendant 57 Avenue Corp., enjoining Defendant 57 Avenue Corp. from entering into a contract of sale and/or transferring and/or conveying the real property known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York which was created out of the real property known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens;

3. **ON THE THIRD CLAIM FOR RELIEF** judgment and order of the issuance of a permanent injunction against Defendant 57 Avenue Corp., enjoining Defendant 57 Avenue Corp. from entering into a contract of sale and/or transferring and/or conveying the real property known as 35-01 Leavitt Street, also known as Block 4961, Lot 115 on the Tax Map of the City of New York, County of Queens, City and State of New York which was created out of the real property known as Block 4961, Lot 14 on the Tax Map of the City of New York, County of Queens;

4. **ON THE FOURTH CLAIM FOR RELIEF** judgment against Defendant 57 Avenue Corp. in an amount to be determined at trial but anticipated to be no less than $2,000,000, plus interest, costs, disbursements and attorney's fees.

5. **ON THE FIFTH CLAIM FOR RELIEF** judgment against Defendant 57 Avenue Corp. in an amount to be determined at trial but anticipated to be no less than $2,000,000, plus interest, costs, disbursements and attorney's fees;

6. **ON THE SIXTH CLAIM FOR RELIEF** judgment against Defendant 57 Avenue Corp., Defendant John Huang and Defendant Linh Huang in an amount to be determined at trial but anticipated to be no less than the minimum jurisdictional limit of $75,000 of this court, plus interest, costs, disbursements and attorney's fees

7. **ON THE SEVENTH CLAIM FOR RELIEF** judgment against Defendant 57 Avenue Corp. in an amount to be determined at trial but anticipated to be no less than the minimum jurisdictional limit of $75,000 of this court, plus interest, costs, disbursements and attorney's fees; and

8. **ON THE EIGHTH CLAIM FOR RELIEF** judgment against Defendant 57 Avenue Corp., Defendant John Huang and Defendant Linh Huang in an amount to be determined at trial but anticipated to be no less than $2,000,000, plus interest, costs, disbursements and attorney's fees; and

9. granting such other relief as may be proper.

Dated: Great Neck, New York
June 7, 2017

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